

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**IN RE:**

**REEDA KAYE PITTMAN,**

**Debtor.**

**CHAPTER 13**

**CASE NO. 09-33992**

**REEDA K PITTMAN,**

**Plaintiff,**

**V.**

**ADVERSARY PROCEEDING**

**NO. 10-03679**

**ECAST SETTLEMENT CORP.,**

**Defendant.**

**DEFENDANT ECAST SETTLEMENT CORP.'S ORIGINAL ANSWER TO PLAINTIFF-  
DEBTOR'S ORIGINAL COMPLAINT**

COMES NOW Defendant eCAST Settlement Corp. (“eCAST”), in accordance with Fed. R. Bankr. Proc. 7007 and Fed. R. Civ. Proc. 7(a)(2), 8(b), 12(h)(2), and in response to the *Complaint* ([Doc 1](#), the “*Complaint*”) filed by Reeda K Pittman (the “*Plaintiff-debtor*”), and files this, its *Original Answer to Plaintiff-Debtor's Original Complaint* (the “*Answer*”), respectfully stating as follows:

**I. RESPONSES TO THE COMPLAINT'S ALLEGATIONS**

1     1. In response to paragraph 1 of the Complaint, eCAST denies that the Bankruptcy Court has  
2 jurisdiction over this adversary proceeding for the reasons stated in its Motion to Dismiss ([Doc](#)  
3 [9](#)), which eCAST hereby incorporates by reference as if set forth herein in its entirety. To the  
4 extent that paragraph 1 of the Complaint makes any further allegations, eCAST states that after a  
5 reasonable investigation, it is without sufficient information or belief to admit or deny such  
6 allegations, and therefore denies the same.

7     2. In response to paragraph 2 of the Complaint, eCAST states that if the Bankruptcy Court did

1 not lack jurisdiction over this adversary proceeding, the proceeding would involve core matters  
2 and noncore matters related to *In re Reeda Kaye Pittman*, No. 09-33992 (Bankr. S.D. Tex. June  
3 2, 2009) (the “*Lead Bankruptcy Case*”). To the extent necessary, eCAST consents to the entry of  
4 final orders or judgments in this adversary proceeding by the United States Bankruptcy Judge.  
5 To the extent that paragraph 2 of the Complaint makes any further allegations, eCAST states that  
6 after a reasonable investigation, it is without sufficient information or belief to admit or deny  
7 such allegations, and therefore denies the same.

8 3. eCAST admits the allegations in paragraph 3 of the Complaint.

9 4. eCAST admits the allegations in paragraph 4 of the Complaint.

10 5. eCAST admits the allegations in paragraph 5 of the Complaint.

11 6. eCAST admits the allegations in paragraph 6 of the Complaint.

12 7. In response to the allegations in paragraph 7 of the Complaint, eCAST responds that [the](#)  
13 [docket report for the Lead Bankruptcy Case](#) reflects that a Schedule was filed along with a  
14 voluntary petition. (See [Doc 1](#) in the Lead Bankruptcy Case, the “*Petition*”). To the extent that  
15 paragraph 7 of the Complaint makes any further allegations, eCAST states that after a reasonable  
16 investigation, it is without sufficient information or belief to admit or deny such allegations, and  
17 therefore denies the same.

18 8. eCAST admits the allegations in paragraph 8 of the Complaint.

19 9. In response to the allegations in paragraph 9 of the Complaint, eCAST responds that Claim  
20 No. 18 was filed by Mr. Thomas A. Lee III, Esq. of Becket & Lee LLP, as attorneys/agent for  
21 eCAST. eCAST further responds that the true and correct copy of Claim No. 18 as originally  
22 filed is available on the [Claims Register](#) in the Lead Bankruptcy Case. (See [Doc 18-1](#) in the  
23 [Claims Register](#), the “*Proof of Claim*”). To the extent that paragraph 9 of the Complaint makes  
24 any further allegations about or characterizations of the Proof of Claim, eCAST denies them, as  
25 the Proof of Claim speaks for itself.

26 10. In response to the allegations in paragraph 10 of the Complaint, eCAST restates and

1 realleges paragraph 9 of this Answer as if fully set forth at length.

2 11. In response to the allegations in paragraph 11 of the Complaint, eCAST restates and  
3 realleges paragraph 9 of this Answer as if fully set forth at length.

4 12. In response to the allegations in paragraph 12 of the Complaint, eCAST restates and  
5 realleges paragraph 9 of this Answer as if fully set forth at length.

6 13. In response to the allegations in paragraph 13 of the Complaint, eCAST restates and  
7 realleges paragraph 9 of this Answer as if fully set forth at length.

8 14. In response to the allegations in paragraph 14 of the Complaint, eCAST restates and  
9 realleges paragraph 9 of this Answer as if fully set forth at length.

10 15. In response to the allegations in paragraph 15 of the Complaint, eCAST restates and  
11 realleges paragraph 9 of this Answer as if fully set forth at length.

12 16. In response to the allegations in paragraph 16 of the Complaint, eCAST restates and  
13 realleges paragraph 9 of this Answer as if fully set forth at length.

14 17. eCAST denies the allegations of paragraph 17 of the Complaint.

15 18. eCAST denies the allegations of paragraph 18 of the Complaint.

16 19. eCAST denies the allegations of paragraph 19 of the Complaint.

17 20. eCAST denies the allegations of paragraph 20 of the Complaint.

18 21. eCAST denies the allegations of paragraph 21 of the Complaint.

19 22. eCAST denies the allegations of paragraph 22 of the Complaint.

20 23. In response to the allegations of paragraph 23 of the Complaint, eCAST responds that it is a  
21 debt buyer. To the extent paragraph 23 of the Complaint makes any further allegations, eCAST  
22 denies them.

23 24. In response to the allegations of paragraph 24 of the Complaint, eCAST responds that it  
24 routinely files in good faith claims in the United States Bankruptcy Court for the Southern  
25 District of Texas. To the extent paragraph 24 of the Complaint makes any further allegations,  
26 eCAST denies them.

1 25. In response to the allegations of paragraph 25 of the Complaint, eCAST responds that the  
2 Bankruptcy Rules, official forms, and case law in the Southern District of Texas speak for  
3 themselves. To the extent that the characterization of these items in paragraph 25 of the  
4 Complaint constitute allegations, eCAST denies them.

5 26. eCAST denies the allegations in paragraph 26 of the Complaint.

6 27. eCAST denies the allegations in paragraph 27 of the Complaint.

7 28. eCAST denies the allegations in paragraph 28 of the Complaint.

8 29. eCAST denies the allegations in paragraph 29 of the Complaint.

9 30. eCAST denies the allegations in paragraph 30 of the Complaint.

10 31. eCAST denies the allegations in paragraph 31 of the Complaint.

11 32. eCAST denies the allegations in paragraph 32 of the Complaint.

12 33. eCAST denies the allegations in paragraph 33 of the Complaint.

13 34. eCAST denies the allegations in paragraph 34 of the Complaint.

14 35. eCAST denies the allegations in paragraph 35 of the Complaint.

15 36. eCAST denies the allegations in paragraph 36 of the Complaint.

16 37. eCAST denies the allegations in paragraph 37 of the Complaint.

17 38. eCAST denies the allegations in paragraph 38 of the Complaint.

18 39. eCAST denies the allegations in paragraph 39 of the Complaint.

19 40. eCAST denies the allegations in paragraph 40 of the Complaint.

20 41. eCAST denies the allegations in paragraph 41 of the Complaint.

21 42. eCAST denies the allegations in paragraph 42 of the Complaint.

## **II. DEFENSES**

22 43. For the reasons stated in eCAST's Motion to Dismiss ([Doc 9](#)), which eCAST hereby  
23 incorporates by reference as if set forth herein in its entirety, the Plaintiff-debtor has not alleged  
24 and has no basis for alleging standing to bring, and this Court thus lacks jurisdiction to  
25 adjudicate, the Complaint or any claims asserted therein.

1 44. The Complaint and all claims asserted therein are barred in whole or in part because the  
2 Plaintiff-debtor is not the proper party to bring them.

3 45. The Complaint and all claims asserted therein are barred in whole or in part by laches  
4 because the Plaintiff-debtor failed to object to the Proof of Claim in a timely manner.

5 46. The Complaint and all claims asserted therein are barred in whole or in part because the  
6 Plaintiff-debtor waived them by failing to object to the Proof of Claim in a timely manner.

7 47. The Complaint and all claims asserted therein are barred in whole or in part because the  
8 Plaintiff-debtor is estopped from challenging the Proof of Claim when she does not dispute  
9 owing the debt upon which the Proof of Claim is based.

10 48. The Complaint and all claims asserted therein are barred in whole or in part because the  
11 confirmation of the Plaintiff-debtor's chapter 13 plan is res judicata.

12 49. The Complaint fails to state a claim on which relief can be granted because it does not  
13 allege any injury suffered by the Plaintiff.

14 50. The Complaint fails to state a claim on which relief can be granted because it does not  
15 allege any injury suffered by the Plaintiff and caused by eCAST.

16 51. The Complaint fails to state a claim on which relief can be granted because it does not  
17 allege any actual damages suffered by the Plaintiff.

18 52. The Complaint fails to state a claim on which relief can be granted because it does not  
19 allege any actual damages suffered by the Plaintiff and caused by eCAST.

20 53. The Complaint's prayers for punitive or exemplary damages are barred in whole or in part  
21 by federal and/or Texas law.

22 54. The Complaint's prayers for damages are barred in whole or in part because the Plaintiff-  
23 debtor failed to mitigate any damages.

24 55. The Complaint fails to state a claim on which relief can be granted because no cause of  
25 action exists for challenging the sufficiency of a proof of claim.

26 56. The Complaint fails to state a claim on which relief can be granted because its allegations

1 fail to plead facts sufficient to support the imposition of sanctions.

2 57. The Complaint fails to state a claim on which relief can be granted because its allegations

3 fail to plead facts sufficient to support the injunctive relief requested.

**III. CONCLUSION AND PRAYER**

4 For the foregoing reasons, eCAST respectfully requests that the Plaintiff-debtor take nothing  
5 by this action.

Respectfully submitted,

SEYFARTH SHAW LLP

**DATED: MARCH 16, 2011**

By: /s/David W. Waddell

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*ATTORNEYS FOR ECAST SETTLEMENT  
CORPORATION*

**BLR 9013-1(D) CERTIFICATE OF SERVICE**

In accordance with BLR 9013-1(d), I, the undersigned person, certify that, on the date appearing with my signature located below, I served a copy of the foregoing document on all parties receiving electronic service and notification via the Court's Case Management/Electronic Case Filing system and on the individuals and entities listed below and according to the method and contact information listed therewith:

(1) Debtor and Counsel for Debtor:

***Via email and first class mail***

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(2) The United States Trustee:

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Houston, TX 77002  
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(3) The Chapter 13 Trustee:

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**/s/Judd M. Treeman**

**DATED: MARCH 16, 2011**